CHEVY CHASE VILLAGE BUILDING FACILITIES Rental Policy and Regulations

Introduction

The Chevy Chase Village Hall situated in the center of Chevy Chase Village has recently been renovated. Residents are invited to use the rooms for private occasions and also to join other Village residents at Village sponsored events. Although the Hall is not available for commercial use, it does serve as the focal point for the Village, and is available to enrich the civic, cultural, and social life of the Village. Village residents may use the public rooms in the Village Hall for nonprofit or charitable activities. These activities may include social gatherings, recreational activities, club meetings and educational events. Please note that although the needs of the Board of Managers and of the Village Staff to conduct Village business shall be given priority for the use of the public rooms, every effort will be made to accommodate previously scheduled events.

The public rooms in the Village Hall are the Arthur Lambert Room (Lambert Room), which faces Connecticut Avenue on the east side of the building and the Leonard Humphrey Hall (Humphrey Hall) located in the interior of the building facing the Laurel Parkway entrance. The Mary Anne Tuohey Conference Room (Tuohey Room) is located just off of Lambert Room and is available for meetings, smaller parties or as additional space for larger parties. The reception area provides ingress and egress to and from these rooms and to the staff offices.

The Chevy Chase Village Building Facilities Commission (Commission), which is made up of five (5) members, is appointed by the Chairman of the Board of Managers with the concurrence of the Board. The Commission members will serve staggered terms. At least one member of the Commission shall reside within sight and sound of the Village Hall. The Commission is responsible for formulating and administering the rules for the public rooms in the Village Hall with the assistance of the Village Counsel. These shall include, but not necessarily be limited to, standards and eligibility for use, hours of use, rental fees, conduct during use, permits for use, damage to equipment, building or property during use, and such related matters as may, in the judgment of the Commission, enhance the utility and enjoyment of the Lambert Room and Humphrey Hall.

POLICY

1. The Board may sponsor events and activities such as meetings, programs and classes for the overall benefit of the Village. A fee may be charged for some activities. When the Board determines that a Village-sponsored event will occur, the Board may waive the capacity limits as long as they meet The Montgomery County Fire Code. The Commission encourages use of the public rooms to benefit Village residents in a manner consistent with the public health, safety and welfare. Safeguards for ensuring this goal include limiting the number of persons attending classes, meetings and other events, regulating the nature of events held, their frequency, and the hours. The Commission reserves the right to deny use of the public rooms.

- 2. The Commission establishes fees for use of the Hall to defray the cost of overhead, maintenance, and janitorial services. Since the Village and its residents benefit from the cultural activities such as art exhibits and lectures and from community groups such as garden clubs, historical societies, political organizations and youth groups, the Commission may authorize an exemption and waive some or all of the charges established under the fee schedule.
- 3. Before the Commission can decide appropriately which applications should be approved, the application form requires a description of the proposed event including:
 - Type of occasion, whether a private party or a public event sponsored by a community organization;
 - Number of persons attending;
 - The hours of the event;
 - If the event is primarily for children under the age of 12;
 - If a caterer is to be used;
 - If food and/or beverages will be served; and
 - If alcoholic beverages will be served.
- 4. Any adult Village resident (defined as twenty-one (21) years of age or over) may file an application to use the public rooms for an organization or a private party.
- 5. There are no restrictions on the number of occasions a Village resident may use the Hall to host an event. However, the Commission may, in its discretion, limit the frequency and the number of events held by one resident if it determines such use deprives other Village residents of access to the Hall or imposes an unnecessary burden on Village residents or on the Village staff.
- 6. When use of the Hall is for an event to be given primarily for persons under twenty-one (21) years of age, the host must guarantee adequate adult supervision during the entire affair. Adequate supervision is:
 - A minimum of one (1) adult chaperone for every six (6) children under ten (10) years of age
 - A minimum of one (1) adult chaperone for every ten (10) children ten (10) years of age through twenty (20) years of age.

The host must inform the chaperones of their supervisory responsibilities. The host of events for under-age guests (those under twenty-one years of age,) must sign the Non-Alcohol Pledge. Guidelines for chaperones will be distributed at the time a reservation is made.

7. Any person granted use of a room within the Hall on a specific date and within a definite hour designated will have the exclusive use of the room during that time. Since more than one room may be in use at the same time, groups will be expected to share the coatroom and lavatory facilities. The use of the kitchen may be limited to one event.

- 8. The host must pay a reservation fee, a rental fee, provide a security (damage) deposit and in some cases a monitor's fee may be required. The reservation fee is non-refundable, but it will be applied to the rental fee. The rental fee is for the actual use of the room. The security deposit may be forfeited in a part or in total for any damage to the Hall, the Hall grounds, or to other Village property.

 Liability for damages is not limited to the security deposit. All deposits and fees will be immediately deposited into the Village general funds. If no damages have occurred, the security deposit will be refunded within fourteen (14) calendar days after the event.
- 9. The Village Manager will assess any damages in a timely way and when appropriate, submit documentation to the Commission for its final determination. If the cost of the damages exceeds the security deposit, the host is responsible for the additional amount.
- 10. The host must maintain an orderly activity, accepting full responsibility for all participants and their actions; he or she must ever be mindful of those living in the neighborhood.

Parking: The host must advise those parking on the street of the necessity to obey all traffic and parking regulations. The Commission reserves the right to require valet parking for events of 100 people or more.

Noise: The Village Code (Chapter 20-2(b)(3) and (4)) requires consideration of neighbors in regard to noise control. All outside doors and windows must remain closed whenever music is played. In addition, the host must remind guests gathered outside the Hall that the sound of voices carries. The host must insist on quiet conduct particularly after 10:00 p.m. on week nights and midnight on weekends. Participants are expected to arrive and leave quietly, showing consideration for those living in the nearby houses. The host must inform participants of this requirement. All doors to Lambert Room will remain closed while music is being played.

- 11. Events held at the Hall will remain open at all times to the Village Manager or his designee and to Chevy Chase Village police officers. The Village Manager or his designee may order the closing of any event in progress if it is determined that the conditions of the rental agreement are being violated. (See pg 2-#6, pg 3-#10, pg 3-#11, pg 3-#12 and pg 4 #13.) In such a case, the Village Manager will notify the Commission.
- 12. <u>Use of alcoholic beverages during an event must be requested in advance and be approved by the authorized Village official on the Alcoholic Beverage Application.</u>
 - Alcohol may not be approved for some events.
 - Alcoholic beverages may not be sold in the Hall.
 - Alcoholic beverages may not be served to those less than twenty-one (21) years of age. 10/7/08

- The Village supports a "no tolerance" policy for serving alcohol to those under twenty- one (21) years of age.
- The host of any event where alcoholic beverages will be served with guests under 21 years of age must sign a No Alcohol Pledge.
- 13. The Village will not be responsible for any injury occurring before, during, or following an event at the Hall. The host will be required to sign a waiver releasing the Village from liability.
- 14. If the premises are not available to the host on the date and time requested and agreed upon, regardless whether it is within the control of the Village or whether the Village was negligent in this regard, the liability of the Village will be expressly limited to the return of the fees and deposit. The Village will assume no liability for any damages, direct, incidental, or consequential.
- 15. The Commission is authorized to act with a quorum of three commissioners. Lacking a quorum, Commission decisions will be referred to the Board.
- 16. When both rooms are rented for one event, the lobby area may be used. Public access must be maintained at all times to the Communications Center and the Village Offices.

ALCOHOLIC BEVERAGE RESTRICTIONS

Alcoholic beverages may be served in the Hall. Consumption of alcoholic beverages is restricted to the Lambert Room, to Humphrey Hall and to the reception area (Delete – when both rooms have been rented.) Use of alcohol is not permitted outside the building.

<u>Maryland State Law prohibits the use of alcohol by anyone under the minimum age of twenty-one (21).</u> No one under the legal minimum age of 21 will consume any alcoholic beverage on Village premises. No one under the minimum age of 21 will be allowed to attend a function in the Hall where alcohol is served without adequate adult supervision.

<u>The Village will not be responsible for intoxicated persons.</u> Users of space in the rooms will indemnify and hold harmless Chevy Chase Village, its officials, employees and the members of the Commission from all claims or legal actions of any sort allegedly arising from the serving of alcoholic beverages.

SMOKING

No Smoking is allowed anywhere in the Village Hall.

SUPPORT STAFF ARRANGEMENTS

The host must submit the names and contact information for the proposed caterer, bandleader, party planner and/or others who will be the support staff for the event at the time an application is filed. The Village reserves the right to refuse access to certain caterers, musicians, party planners or others who will be the support staff for the event based on their past use of the Hall. Before the event, those using a support staff must arrange for a representative of each one to come to the Hall, meet with a member of the Village staff to become familiar with the building facilities and regulations. Specific guidelines for all involved in putting together an event will be provided to the host prior to signing the rental agreement. When representatives of the support staff come to the Hall, they will be asked to initial the rental agreement.

PROVISION, SETUP AND REMOVAL OF EQUIPMENT

- Host-Furnished Equipment: If the host and/or caterer use their own equipment, they are responsible for the set-up and removal of all equipment used and for the disposal of all garbage and trash. Arrangements for equipment to be used must be made in advance with the Village office. The host will be charged a daily storage fee for all items remaining after check out.
- Village-Furnished Equipment: Arrangements to use Village equipment must be made in advance. The host is responsible for set up of equipment prior to the event and return of equipment to storage after the event.

APPLICATION PROCEDURES

The host must apply to use the Hall at least 15 days before the proposed function. Applications will be considered in the order of their receipt. The Village Manager may approve applications that meet the policy and requirements of the Commission. Applications, which do not appear to meet the policy and requirements, will be referred to the Commission. Notice of approval or denial will be made as expeditiously as possible. A calendar shall be available in the Village office to show dates for events reserved and approved.

The host must come to the Village office in person to initiate the application process. This includes signing the appropriate forms and making the necessary payments and deposits. The reservation fee and security deposit checks will be deposited immediately. All hosts must read and sign all the required application forms. At that time, the host will make an inspection of the space to be rented with a member of the Village staff to become familiar with the layout of the building, the location of the restrooms, the fire exits and the Communications Center. The host will receive a checklist for the walkthroughs, both before and after the event.

The host will be given a copy of the policy and requirements. When appropriate, the

host will be given the Nonalcoholic Beverage Pledge form, which must be signed when the application is submitted. The host will also be given a copy of the Guidelines for Chaperones for each chaperone.

The reservation fee is required at the time of application. The rental fee and security deposit must be paid at least 15 days in advance unless the event is scheduled in less than 15 days after the application is submitted, in which case cash, cashiers check, or money order for payment of the fees and security deposit must accompany the application.

If it becomes necessary to cancel a reservation, the rental fee and security deposit will be refunded in full, unless the Village, in anticipation of the event, has incurred expenses. The reservation fee is non-refundable if the event is cancelled within thirty (30) days or less from the scheduled event date.

REQUIREMENTS DURING SETUP

The music source for all events must be located in Lambert Hall. If both rooms are rented by the same user, the music source shall be located in Lambert Room. All music performers must adjust their sound levels so that it does not interfere with the Communications Center activity or become a nuisance to the surrounding neighbors.

No one renting the Village Hall may have access to the Village Hall's electrical circuit panel. Only the electricity available through plugs and sockets already in the Village Hall may be used.

No electric or gas stoves may be brought into the kitchen. Caterers may use warming ovens that they supply.

The commercial refrigerator and the chest-type freezer may be used. The home refrigerator is for Village staff use only.

All equipment to be used during the event must be listed on the application.

All plans for decorating the Hall must be reviewed with the staff.

Pyrotechnics are not allowed either inside or outside the Village Hall.

Any item not listed on the application is not authorized.

REQUIREMENTS WHILE THE EVENT IS IN PROGRESS

The host must be present during the entire event.

The host assumes all responsibility for the conduct of those present. No animals may be brought to any event in the Village Hall with the exception of service dogs.

The host is responsible for informing those attending and those employed to work at the event of all applicable regulations.

The host will be responsible for preventing damage to the Village Hall, Village equipment, Village grounds, and neighboring properties.

The host is responsible for immediately notifying the Village Communications Center if there is:

- Any use of alcoholic beverages by minors,
- Any loud or uncontrolled behavior and
- Any risk of personal injury or of property damage either inside or outside the Village Hall.

In ANY emergency, immediately notify the Village Communications Center.

REQUIREMENTS WHEN THE EVENT IS OVER

The host is responsible for the quiet and timely departure of the participants from the Hall.

The host is responsible for ensuring that all the windows and doors are locked, all Village-owned equipment has been returned to storage and all other equipment brought in for the event is removed from the premises. If no caterer is used the trash should be placed in bags, tied up and put in kitchen.

Before the event begins, the host shall report to the Communications Center where a member of the staff will accompany him/her on a walk-through of the building and around the surrounding grounds using the inspection checklist to record any existing damages. Then the host and staff member will sign the checklist. At the end of the event, the host and a staff member will repeat the inspection noting new damages, if any.

If there are no damages, the security deposit will be refunded within fourteen (14) calendar days after the event. If there are damages, they will be assessed by the Village Manager within 14 calendar days, and when appropriate, submitted to the Commission for final determination. If the damages exceed the security deposit, the host is responsible for the additional amount.

I have read all the Building Facilities Commission Rules and Regulations regarding rental of the Chevy Chase Village Hall. By signing below I agree to follow all the rules and regulations and failure to do so can result in the loss of my security deposit and I will be subject to the Building Facilities Commission's right to cancel the event on demand.

SIGNATURES OF HOST(S)

- 1. The host must be a Village resident and at least twenty-one (21) years of age.
- 2. The reservation fee is applied to rental fees for all hosted events and must be received when the application is made. The reservation fee will not be refunded if the event is cancelled 30 days or less from the scheduled event date.
- 3. Rental fees are for a 7 hour block of time, however, rooms may be rented for up to 2 consecutive 6-hour periods. The time will be noted on the sign in/sign out sheet. Time needed beyond the scheduled block(s) of time for pre-or post-event set up and take down will be deducted from the security deposit as overtime at a \$45.00 an hour rate.
- 4. The security and rental fees must be received by the Village staff no less than 15 days before the scheduled event and will be deposited immediately. Liability for damages is not limited to the security deposit.
- 5. A \$200 a day storage fee will be deducted from the Security Deposit for items not removed during the scheduled period unless prior arrangements have been made with the Village staff.
- 6. The registered host must sign in **before** set up begins and sign out with a staff person **after** the event.
- 7. When required by the regulations, the host must sign the non-alcoholic pledge and distribute the Guidelines for Chaperones. Alcohol may not be consumed outside the building during an event.
- 8. The Village will not be responsible for any injury occurring before, during, or following an event at the Hall. The host will be required to sign a waiver releasing the Village from liability.
- 9. If a caterer is to be used for an event, they must accompany the host during the required walk through with a staff member and will be given a copy of the Caterer Guidelines.
- 10. All equipment used by Caterers, Bands, DJ's, etc. must be approved by the Village Manager no less than two weeks prior to the scheduled event.
- 11. Smoking is not allowed inside the building; it is allowed outside, but smokers must use the ash can for cigarette disposal.
- 12. The host is responsible for observing the guidelines for sound levels. To reduce the impact of sound, doors and windows must remain closed when music or DJ's are used at an event. A quiet entry and exit by the guests is required. All Bands/DJ's must be located in Lambert Room.
- 13. The Village reserves the right to require a monitor present at an event.
- 14. The host must arrange for valet parking if the event will have 100 or more guests in attendance.
- 15. Public access to the Communication Center and staff offices must be maintained.

- 16. The sale of food and beverages are strictly prohibited.
- 17. Decorations may be attached with masking tape <u>only</u> and must not be attached to the wall sconces or other light fixtures. No other means of fastening is allowed i.e.; hooks, regular tape, nails, etc.
- 18. The use of all candles, including votive candles is strictly prohibited. Candle substitutes like smartlytes are acceptable.

INSTRUCTIONS FOR USE

Users of the public rooms in the Hall must comply with, the Montgomery County Liquor Ordinance, the Montgomery County Fire Code, the Village Noise Ordinance, and all other applicable ordinances and regulations. Copies of these ordinances are available in the Village office.

Village Hall Rental Fee Schedule

Fees Per Room	7 Hour Time Block	7 Hour Time Block \$50		
Reservation Fee	\$50			
Cleaning Fee	\$75	\$75		
Security Deposit	\$500	\$750		
Rental Fee				
Children<12	\$75	\$125		
All Others	\$250	\$350		
Conference/Admin Room	\$100	\$100		
Children<12 No reservation	\$50	\$50		
fee/\$500 security deposit	- Commission - The Commission of the Commission			
plus cleaning fee	\$75	\$75		

Room and Set Up Style	Maximum Number of People Allowed		
Humphrey Hall/Lambert Room (Banquet)	50		
Humphrey Hall/Lambert Room (Theater)	80		
Humphrey Hall/Lambert Room Buffet)	80		
The South Wing Room (Any Style)	20		
Humphrey Hall (Cocktail Style)	125		
Lambert Room (Cocktail Style)	125		

Monies received after the due date must be in the form of cash, cashiers check or money order.

- 1. The Weekend is 4 p.m. Friday through 10:30 p.m. Sunday. A Janitorial service fee is charged per room.
- 2. The reservation fee is applied to rental fees for all hosted events and must accompany the rental application to establish a scheduled date.
- 3. The reservation fee is not refunded if event is cancelled 30 days or less from the scheduled event date.
- 4. Rooms may be rented for up to 2 consecutive 7-hour periods.

Guidelines for Chaperones

- 1. Chaperones are responsible for enforcing all Chevy Chase Village Building Facilities' rental policies and regulations, especially those prohibiting the serving or consumption of alcoholic beverages to those less than twenty-one (21) years of age.
- 2. Chaperones are responsible for maintaining an orderly activity in the Chevy Chase Village Building and its surroundings. They must be mindful of those living in the neighborhood and are responsible for quiet entry and exit and adherence to all noise regulations. Chaperones are asked to inform guests of these rules of common courtesy.
- 3. A sufficient number of chaperones are required to maintain an orderly level of activity and to ensure that Chevy Chase Village Facilities' rental policies and regulations are followed. The required ratio of chaperones to guests is no less than 1:10 when guests are between the ages of 12 and 21. When guests are 12 years of age and under, the ratio of chaperones to guests is no less than 1:6.
- 4. Chaperones are to provide continual supervision of guests.
- 5. All guests under twenty-one (21) years of age must remain under the supervision of the host and chaperones while on Village Hall property (inside and outside.)
- 6. The Host is responsible for informing guests that all food and beverages must remain inside the Village Hall at all times.

9/13/07

Chevy Chase Village No Alcohol Pledge

I,, hereby agree that I will not allow any
person under the age of twenty-one (21) years to consume or possess any alcoholic
beverage in the Chevy Chase Village Hall during the function that I am hosting. In the
event I discover such alcohol use or possession, I will either take the alcoholic beverage
away from such person(s) or immediately obtain the assistance of the Village police in
stopping such use or possession.
I have read the foregoing and agree to honor this pledge and to be responsible for any damages that may result in any way from the use or possession of an alcoholic beverage by a person under twenty-one (21) years of age.
understand that the Village will not be responsible for any injury occurring before, during or following an event at the Hall. The host will be required to sign a waiver releasing the Village from liability. (By signing this pledge it will serve as a waiver to release the Village from liability.)???
Signature of Host
Date

CHEVY CHASE VILLAGE HALL RENTAL APPLICATION

Date of Application:	Date of Event:			Hours of Event:			
	Address:						
	Home Telephone: Work Telephone:						
		Humphrey 📮					
Description of event:	Allen	one of the contract of the con	- American				
Estimated number of attender	dees:	Estimated att	endees under	21 years of age	e:		
Food and/or beverages to b	e served (Yes/	No):Alco	holic beverag	es to be served	(Yes/No):		
Name and telephone numb							
Name(s) of all vendors that							
		EOUIPMEN	T NEEDED				
		eakdown are th	e responsibil	ity of the rente			
Number of Chairs (100 ava	ilable):	Number of T	Tables (8 – 3')	x 6') available)	·		
Kitchen:(Conference Tab	oles: K	ids Chairs	Other:			
	FE	ES (see Fee Sch	hedule for de	etails)			
	Amt Rec'd	Date Rec'd	Rec'd By	Checklist	Refund Due		
Reservation Fee							
Cleaning Fee							
Damage Deposit							
Hall Rental Fee (less reservation fee)							
Amount Refunded							
All monies not received by Required Walk thru(s					900		
atequilet want till u/s) completed.	IIUSt	Caterer	DISC JOCKEY	Other		
Cost of repairs, if damages Conference tables, which, early and dancing must be contains.	xceed the depo	sit on hand, wil	ts furnishings l be invoiced:	and equipmen (hos	t, including the t's initials) All music		
I have read all the Building Village Hall. By signing be the loss of my security depo- event on demand.	low I agree to j	follow all the ru	les and regula	ations and failu	ire to do so can result in		
	Signa	ature of Host(s)					